

**LAW OFFICE OF STEPHEN T. CARPENITO**  
**BY: STEPHEN T. CARPENITO, ESQUIRE**  
**NY REGISTRATION NO 2580066**

**COUNSEL FOR PLAINTIFF**

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<b>JEMAL'S BOULEVARD, LLC,</b>	:	<b>UNITED STATES DISTRICT COURT</b>
<b>PLAINTIFF,</b>	:	<b>WESTERN DISTRICT OF NEW YORK</b>
	:	<b>CIVIL ACTION - LAW</b>
<b>VS.</b>	:	
	:	<b>No:</b>
<b>BBBY ACQUISITIONS CO., LLC</b>	:	
<b>DEFENDANT.</b>	:	
	:	

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**CIVIL COMPLAINT**

**AND NOW**, comes the Plaintiff, by and through its attorney, Stephen T. Carpenito, Esquire, and files this Civil Complaint against the Defendant, BBY Acquisitions Co., LLC, and in support thereof avers as follows:

1. Plaintiff, Jemal's Boulevard, LLC, is a limited liability company, organized and existing under the laws of the state of New York with a principal place of business located of 730 Alberta Dr, Amherst, Erie County, NY 14226.
2. On or about June 27, 2019, Plaintiff acquired certain real estate at the address of 730 Alberta Dr, Amherst, Erie County, NY 14226, and said real estate includes a shopping center named and known as the Boulevard Mall.
3. Defendant, BBY Acquisitions Co., LLC is a duly organized limited liability company and existing under the laws of Delaware, with its corporate office for service located at Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801.

4. Plaintiff's predecessor in interest "Boulevard Mall SPE, LLC, entered into a Lease with Buy Buy Baby, Inc., ("Previous Tenant") dated May 16, 2012 (hereinafter "Lease"). Pursuant to the Lease and other written agreements and amendments, Defendant operates a retail store at the Boulevard Mall.
5. The Previous Tenant filed for Bankruptcy in the United States Bankruptcy Court, District of New Jersey under Case No. 23-13359 (VFP).
6. The Previous Tenant filed a Motion with the Bankruptcy Court seeking approval to "assign and assume" the Lease to the Defendant, BBY Acquisitions Co., LLC.
7. Said Motion was approved by Order of the Bankruptcy Court dated August 1, 2023, and the Lease was officially assigned to the Defendant.
8. The Defendant took possession of the leased premises and continues possession at the present time.
9. The Defendant has failed to make regular monthly rental payments and other payments due under the Lease.
10. Plaintiff has made repeated demands upon the Defendant to pay the past due amount, but Defendant has refused to make said payments.
11. Defendant has not paid monthly rental payments for February, March, April, May and June 2024, despite occupying and using the premises.
12. Further, pursuant to the Lease the Defendant owes interest, costs, attorney fees, collection costs and other penalties.
13. The Defendant owes to Plaintiff the amount in excess of \$221,791.64 representing past due rent, pro-rata share of taxes and water and exclusive of late fees, interest at 10.5% per annum, costs, attorney fees and collection costs.

14. WHEREFORE, plaintiff demands judgment against defendant in the amount in excess of \$221,791.64, with interest, late fees, collection costs, attorney's fees and such additional sums as may become delinquent by the time of judgment, and costs.

Law Office of Stephen T. Carpenito

By:



Stephen T. Carpenito, Esquire  
Attorney For

Date:

6/3/24